



MASTER SUBSCRIPTION SERVICES AGREEMENT

ACCOUNT NAME

**THIS AGREEMENT IS NOT A SALE.
THIS AGREEMENT INCLUDES RESTRICTIONS
AND TERMINATION PROVISIONS.**



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Chicago, IL 60661
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www.milyli.com

MASTER SUBSCRIPTION SERVICES AGREEMENT

THIS MASTER SUBSCRIPTION SERVICES AGREEMENT ("**Agreement**") is made and entered into as of the ____ day of ____, 2026 ("**Effective Date**"), by and between Milyli Inc. ("**Milyli**"), a Delaware Corporation, with its principal place of business for notices set forth in Section 13, and _____ ("**Client**"), a _____ with its principal place of business for notices set forth in Section 13. In consideration of the mutual provisions herein, the parties agree as follows:

- 1. Definitions.** Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in **Exhibit A**.
- 2. Service License and Term.** Subject to the terms and conditions of this Agreement, and in consideration for the payment of fees set out on the applicable **Exhibit B**, Milyli hereby grants to the Client, solely during the term of the applicable **Exhibit B**, a non-exclusive, non-transferable license to access and use the Subscription Service solely for the Client's internal business purposes. This license is restricted to use by the Client and its authorized Users and does not include the right to use the Subscription Service on behalf of any third party unless otherwise stated in **Exhibit B**. The Client agrees: (a) that only Users are permitted to use the Subscription Service; (b) that it is responsible for Users' actions or failures to act in connection with activities contemplated under this Agreement and (c) to otherwise take all commercially reasonable steps to protect the Subscription Service from unauthorized use and/or access.
- 3. Licensed Volume.** The Client acknowledges that access and use of the Subscription Service is licensed to the Client for use up to the number of applicable Users, the number of documents in content management or other metric purchased by the Client and set out on the applicable **Exhibit B** (the "License Fee"). In the event that the Subscription Service is used in excess of the Volume Limitations then the Client shall be obligated to pay Milyli for the number of applicable licenses or usage, in excess of such Volume Limitations at the rates set forth in **Exhibit B**. The Client may also add licenses for additional Users or documents by executing an amendment to an existing License at any time.
- 4. Payments.** In consideration of the License, Client shall pay Milyli the amounts under **Exhibit B** and the other provisions of this Agreement. Client shall pay all applicable sales, use, excise, valued-added or other tax, fee or duty levied by federal, state and local governments in connection with this Agreement, the License or Services and/or any payment made by Client hereunder, except taxes based on Milyli's net income. If Client fails to pay any amount when due under this Agreement, Milyli may charge interest of one percent (1%) per month (or any lower rate required by Laws) on the unpaid amount and suspend the License until payment is made, without limiting other rights and remedies.

5. **Support.** This Agreement includes customer support services, to the extent expressly provided in **Exhibit B** and **Exhibit C** (collectively, “**Services**”).

6. **Warranties**

- a. Availability. Milyli will undertake commercially reasonable efforts to make the Subscription Service available twenty-four (24) hours a day, seven (7) days a week in accordance with the Service Level Agreement as updated periodically. Notwithstanding the foregoing, Milyli reserves the right to suspend Client’s access to the Subscription Service: (i) for scheduled or emergency maintenance (Client will be provided notice via the Subscription Service of any scheduled maintenance at least 8 hours’ in advance and Milyli shall schedule such maintenance to the extent practicable during the weekend hours from 6:00 p.m. Central time Friday to 8:00 a.m. Central time Monday), (ii) in the event Client is in breach of this Agreement, including failure to pay any amounts due to Milyli (beyond any applicable notice and cure period), (iii) if Client’s use of the Subscription Service results in (or is reasonably likely to result in) damage to or material degradation of the Subscription Service that could interfere with Milyli’s ability to provide access to the Subscription Service to other users, or (iv) if Milyli receives an order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body, that expressly or by reasonable implication requires Milyli to suspend or terminate Client and/or any authorized User’s access to the Subscription Service.
- b. Subscription Service Warranty. Milyli warrants that during the term of **Exhibit B** for the Subscription Service, the Subscription Service will conform, in all material respects, with the User Guides and all Technical Support Services will be performed in a competent manner. Milyli does not warrant that it will be able to correct all reported defects or that use of the Subscription Service will be uninterrupted or error free. Milyli makes no warranty regarding features or services provided by third parties. For any breach of the above warranty, Milyli will, at no additional cost to the Client, provide remedial services necessary to enable the Subscription Service or related Technical Support Services to conform to the warranty. The Client will provide Milyli with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. Such warranty shall only apply if the Subscription Service has been utilized by the Client and its Users in accordance with **Exhibit B** and this Agreement. Both during the Warranty Period and thereafter while this Agreement is in effect, Client may notify Milyli of service problems and Milyli will use commercially reasonable efforts to provide Services substantially in accordance with **Exhibit B** and **Exhibit C**.
- c. Data Security. Milyli agrees to use appropriate safeguards and comply with all applicable data protection laws, to prevent use or disclosure of the Client Data other than as provided for by this Agreement. Milyli agrees to implement industry standard physical safeguards, technical safeguards and policy, procedure and documentation requirements that reasonably and appropriately protect the confidentiality, integrity

and availability of the Client Data. The parties agree to comply with the DPA, as updated from time to time, and which is incorporated into and made a part of this Agreement.

- d. Limitations. Client is not authorized to, and shall not, make any warranty, guarantee or representation on behalf of Milyli or its vendors respecting the Software or Services to Client's End Users. The warranties and Services herein: (i) are limited to the Software alone; (ii) do not apply in case of any problems arising from any combination or operation of the Software with other software, components, or equipment not provided by Milyli; and (iii) shall be void if non-conformance or problems result from accident, abuse, misapplication, modifications to the Software not made or authorized in writing by Milyli, or any use other than the specific purpose for which the Software is designed. Milyli does not warrant that the Software, its functions, or results of using the Software, will be suitable for Client's intended use, or that the operation of the Software will be uninterrupted or Error-free. The express warranties made herein are in lieu of, and to the exclusion of, all other warranties, conditions or representations of any kind, express or implied, statutory or otherwise, relating to the Software or Services. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MILYLI EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS OF THE SOFTWARE FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT (INFRINGEMENT BEING COVERED BY THE EXPRESS PROVISIONS OF SECTION 10), AND ANY IMPLIED WARRANTIES OR OTHER OBLIGATIONS ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, AND ALL SUCH WARRANTIES, CONDITIONS AND REPRESENTATIONS ARE EXCLUDED FROM THIS AGREEMENT AND WAIVED TO THE FULLEST EXTENT NOT PROHIBITED BY LAW.
- e. Termination and Refund. If Milyli fails to cure a breach of the warranty provided in this Section, or fails to provide the Services as required under this Agreement, or determines that the cure or Services are impractical or unreasonable to provide in Milyli's opinion (whether technically or economically), Milyli or Client may terminate this Agreement. In such case, Milyli will promptly refund any fees paid by Client for the Software, in a prorated amount reflecting: (i) any portion of such fees reasonably allocable to any period of the Term when Client was not able to use, and did not use, the Software due to the breach of the warranty under this Section; and (ii) any portion of such fees that Client pre-paid for any period of the Term following such early termination. If this Agreement is so terminated, neither party shall have any further liability under or in connection with this Agreement, except as expressly provided to the contrary. This Section contains the only liability and obligations of Milyli, and the only remedies of Client, for Milyli's breach of the warranties in this Section and/or failure to provide Services in accordance with this Agreement.

7. Ownership; Use of Data; Obligations; AI Features

- a. Subscription Service. The Client acknowledges and agrees that as between Milyli and the Client, all right, title and interest in and to the Subscription Service (but excluding any Client Data) and including all modifications and configurations, all Milyli Data and all of Milyli's proprietary technology, including, without limitation, all software, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information made available to the Client by Milyli in providing the Subscription Service and all derivatives thereof are and shall remain Milyli's or its licensors'. During the term of this Agreement, Milyli grants to the Client a limited, worldwide, non-exclusive, non-transferable (except as set out in Section 10), royalty-free right to use, display, transmit, and distribute the Milyli Data solely in connection with the Client's permitted use of the Subscription Service. Milyli shall have the right to collect, use and distribute aggregated information, analysis, statistics, related benchmarking algorithms and other data generated by the Subscription Service (or derived from the Client's use of the Subscription Service) provided, however, that Milyli shall not disclose any such data unless such data is in an aggregated, anonymized form that would not permit a third party to identify the data as associated with the Client or any of its Users.
- b. Client Data. The Client retains ownership of all right, title and interest in and to all Client Data. During the term of this Agreement, the Client hereby grants to Milyli a limited, worldwide, non-exclusive, non-transferable (except as set out in Section 10), royalty-free right to use, copy, display, transmit, and distribute the Client Data solely as necessary to provide the Subscription Service to the Client.
- c. Client Obligations. The Client is responsible for all activities conducted under its User logins and for its Users' use of the Services and compliance with this Agreement. Unauthorized use, resale or commercial exploitation of the Subscription Service in any way is expressly prohibited. Without Milyli's express prior written consent in each instance, the Client and its Users shall not (and shall not allow any third party to): reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Subscription Service or access the Subscription Service in order to build a competitive product or service or copy any ideas, features, functions or graphics of the Subscription Service. Except as expressly permitted in this Agreement, the Client shall not use the Subscription Service on behalf of any third-party or allow any third party to use the Subscription Services. The Client shall be liable for the use of the Services and any breach of this Agreement by any of its Users. In addition to Milyli's other remedies hereunder, Milyli reserves the right upon notice to the Client to terminate any User's right to access the Subscription Service if such User has violated any of the restrictions contained in this Agreement. The Client is solely responsible for all Client Data. Milyli does not guarantee the accuracy, integrity, or quality of the Client Data. Neither the Client nor its Users shall use the Subscription Service to: (a) send, upload or otherwise transmit any Client Data that is unlawful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous,

- invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (b) upload or otherwise transmit, display or distribute any Client Data that infringes any trademark, trade secret, copyright or other proprietary or intellectual property rights of any person; (c) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; (d) interfere with or disrupt the Subscription Service or networks connected to the Subscription Service; or (e) violate any applicable law or regulation.
- d. Use of Artificial Intelligence. Client acknowledges and agrees that the Subscription Service features artificial intelligence and machine learning capabilities that can generate text, images and other output based on Client entering and/or uploading Client Data and/or allow Client to run various search queries. The AI Features are designed to assist and enhance Client's experience by providing automated outputs based on the Client Data, content and search inputs that Client inputs into the Subscription Service. Client acknowledges that while Milyli strives for accuracy and quality, information generated and provided via the AI Features may not be entirely error-free, accurate or up-to-date and is intended to support and enhance, rather than replace, human judgment. Accordingly, Milyli recommends that Client independently verify the content and information generated via the AI Features and consult with appropriate professionals. Milyli does not assume any responsibility or liability for the use of, interpretation of or reliance on this content or information. Milyli will not use any Client Data to train the AI Features. Milyli may use artificial intelligence technologies for purposes of enhancing the overall security of the Subscription Service, including threat detection.
- e. Suggestions. Milyli shall have royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Client including its Users, relating to the operation of the Services. Milyli shall not be required to provide any credit or attribution to Client or pay Client anything for such license.

8. Confidentiality

- a. Confidential Information. In connection with this Agreement, each party may receive materials or learn information which is confidential and/or proprietary to the other party. Such materials or information shall be deemed "**Confidential Information**" for purposes of this Agreement if such materials or information are: (i) marked or identified

as “Confidential”; or (ii) of a nature, whether oral or written, that a reasonable business person or information technology worker would know or suspect it to be confidential or proprietary, or would know or suspect that there may be a detrimental effect on the other party's competitive position if generally known and/or known by other customers or a competitor. Confidential Information hereunder includes information relating to a party's business practices, products, product development, research, business operations (e.g. business direction, technology initiatives or marketing plans, customer information, source and object code, financial information and pricing rates and methods), whether or not such information is identified as “Confidential” at the time of disclosure. In addition, Milyli's Confidential Information includes the Software, all Documentation pertaining to the Software, and terms of this Agreement.

- b. Obligations. Each party receiving or learning Confidential Information of the other party shall maintain all such Confidential Information in strict confidence. Each party shall: (i) not use any of the Confidential Information of the other party, except to the extent required for the performance of this Agreement; and (ii) not disclose Confidential Information of the other party to any person or party during the Term of this Agreement and thereafter, except as expressly permitted herein. Each party further agrees to protect the Confidential Information of the other party with the same degree of care as it uses to protect its own Confidential Information of like importance, but in no event less than reasonable care. The receiving party may only disclose Confidential Information to its employees, contractors, attorneys and financial advisors (“**Representatives**”) having a “need-to-know” to carry out the obligations under this Agreement. Each party will: (1) notify and inform its Representatives of such party's obligations regarding Confidential Information; (2) obtain agreements from its Representatives requiring them to comply with such obligations; and (3) be responsible for any breach of the confidentiality obligations in this Section by such party's Representatives. In no event will the receiving party use Confidential Information of the other party, directly or indirectly, in the conduct, or for the advancement, of the receiving party's own business or in any way that is detrimental to the other party. Each party will notify the other party immediately after learning of, or having reason to suspect, a breach of any confidentiality obligations in this Section.
- c. Exceptions. Confidential Information shall not include information and materials that are posted on the public areas of the parties' web-sites or that the receiving party can demonstrate: (i) were generally available to or known by the public at the time of disclosure or subsequent to disclosure (other than through unauthorized disclosure by the receiving party or its Representatives); or (ii) were received on a non-confidential basis from a third party who, to the receiving party's knowledge, is not under an obligation to maintain the confidentiality thereof, *provided*, this exemption shall not apply unless the receiving party obtains a written representation and warranty from the third party stating that such information and materials are not subject to an obligation to maintain confidentiality; or (iii) were known by the receiving party on the Effective Date, *provided*, this exemption shall not apply unless the receiving party has

obtained such information and materials pursuant to sub-clauses (i) or (ii) or otherwise obtained written confirmation from the disclosing party that such information and materials qualify for exemption from Confidential Information in connection with entering into this Agreement. The confidentiality obligations of this Section shall not prohibit disclosure of Confidential Information: (1) as required by applicable disclosure Laws (but the receiving party shall, at the disclosing party's expense, seek confidential treatment of such Confidential Information to the maximum extent permitted by Laws); or (2) in connection with a court order or legal process requiring disclosure, in which case the party under order or process must, to the extent allowed by Laws, provide prompt notice of such order or process to the other party and reasonably cooperate, at the other party's expense, in any attempt to quash or limit such order or process.

9. Proprietary Rights. MILYLI AND ITS THIRD PARTY VENDORS OWN AND SHALL CONTINUE TO OWN THE ENTIRE TITLE AND INTEREST IN AND TO ALL INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS RELATED TO THE SOFTWARE, AND ALL MODIFICATIONS, ENHANCEMENTS, UPDATES, AND DERIVATIVE WORKS, and any suggestions, ideas, enhancement request, feedback, recommendations or other information provided by Client or any other party relating to the Software. Nothing in this Agreement, or the negotiation or performance thereof, shall be construed as transferring to Client or any other party any IP or other proprietary rights of Milyli or its third party vendors. This Agreement is not intended to, and does not, convey any license, by implication, estoppel or otherwise, under any patent, copyright or other Intellectual Property not expressly granted hereunder. All rights not expressly granted to Client under this Agreement are reserved by Milyli. CLIENT SHALL RETAIN, PRESERVE, AND NOT COVER-UP OR OBSCURE, ANY TRADEMARK, TRADE NAME, COPYRIGHT NOTICE OR OTHER PROPRIETARY NOTICE ON ANY TRAINING MANUALS OR OTHER DOCUMENTATION PROVIDED BY MILYLI AND ON ANY COPY OR PORTION OF THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, SOFTWARE MERGED INTO ANOTHER PROGRAM (PROVIDED, NO SUCH MERGER IS PERMITTED UNLESS EXPRESSLY ALLOWED UNDER THIS AGREEMENT). THE LICENSE IS LIMITED TO THE INSTALLATION AND EXECUTION OF OBJECT CODE COPIES OF THE SOFTWARE. THIS LICENSE DOES NOT INCLUDE SOURCE CODE.

10. Restrictions On Software Use, Transfers, and Other Matters. Except as expressly permitted in this Agreement, Client shall not, directly or indirectly (through any other party), during the Term or thereafter, engage or permit any other person or party to engage in any of the following actions:

- a. Sell, license, sublicense, rent, lease, timeshare, assign, mortgage, pledge, encumber, or otherwise transfer the Software, the License, this Agreement, any computer on which the Software is installed, or any right or interest in any of the foregoing items, by operation of Law or otherwise, to any other person or party, except for approved Transfers pursuant to Section 16.c.

- b. Use or access the Software or make copies (except as may be expressly permitted in this Agreement); install or keep the Software in any server room or facility where any Milyli Competitor (defined in **Exhibit A**) or its agents, technicians, salespersons, consultants or other Representatives (defined in Section 6) may have access to the Software; publish or distribute the computer images, graphical interfaces, sound files, or fonts included with the Software as computer images, graphical interfaces, sound files or fonts; or use any of the computer images related to identifiable individuals or entities in a manner which suggests their association with or endorsement of any product or service.
- c. Take any actions, including the use of any other software and/or hardware, which would have the effect of reducing the amounts to be paid under this Agreement based on the number of individual Users, Documents, Pages and Redactions, including arrangements: (i) for circumventing the features contained in the Software for tracking the number of individual Users, Documents, Pages and Redactions, or (ii) for multiplexing or sharing individuals' access to and/or use of the Software through middleware, transaction servers, multi-tiered architectures, or other methods.

11. Non-Solicitation. Each party agrees not to solicit, directly or indirectly, any of the other party's Workers to become a Worker for the soliciting party, without the other party's written consent, for the period beginning on the Effective Date and continuing through the Term. "**Worker**" herein means a person who is at the time of the solicitation: (a) employed by, or engaged as an independent contractor in providing services to, the subject party at least twenty (20) hours per week on average; or (b) employed by, or engaged as an independent contractor in providing services to, a third party and assigned to work on behalf of the subject party at least twenty (20) hours per week on average. This Section shall: (i) prevent a party from indirectly soliciting the other party's Workers by requesting that a recruiting firm or other third party contact such Workers; and (ii) not apply when a party's Worker initiates contact with the other party or a recruiting firm and/or responds to a job posting of the other party or a recruiting firm.

12. IP Infringement Claims

- a. Indemnity. Subject to the other provisions of this Agreement, if any third party makes a claim against Client that Client's use of Milyli's Software during the Term in accordance with this Agreement infringes on any U.S. Patent or other Intellectual Property Rights of such third party which are valid and legally enforceable in the United States ("**Claim**"), Milyli shall, at Milyli's sole expense: (i) defend or settle the Claim; and (ii) indemnify and hold Client harmless from and against any losses, damages, and expenses (including reasonable attorneys' fees) that are directly attributable to such Claim and are assessed against Client in a final judgment entered in a court of competent jurisdiction in the United States and all rights of appeals are exhausted or have lapsed; *provided that:* (1) Client delivers written notice of the Claim to Milyli promptly and in no event later than fourteen days (14) after Client first knows of the

Claim (including knowledge based on any informal or preliminary allegations); (2) Milyli is given the sole authority to defend or settle the Claim; (3) Client does not compromise or settle the Claim or any aspect or portion thereof, or make any admission or substantive response relating to the Claim, without Milyli's prior written agreement; (4) Client takes commercially reasonable steps to mitigate any damage or loss; and (5) Client cooperates fully with all reasonable requests of Milyli in connection with defending and settling any such Claim.

- b. Limitations. Milyli's obligations under this Section do not apply to any Claim based on any: (i) use of the Software not in accordance with this Agreement; (ii) modification of the Software by any party other than Milyli; (iii) continued use of the Software after the Term; (vi) prior Release of the Software, to the extent the Claim could have been avoided by using the most current Release; or (v) combination or operation of Milyli's Software with other software, components, data, or equipment not created by Milyli, to the extent the Claim could have been avoided in the absence of such combination or operation.
- c. Mitigation; Termination and Refund. Notwithstanding the foregoing, to mitigate exposure in connection with any Claim, or if Milyli believes a Claim may be made, Milyli may, at Milyli's option and sole expense: (i) obtain for Client a license to continue using Milyli's Software in its existing form for the remainder of the Term free from the Claim; (ii) modify Milyli's Software for Client in an effort to avoid or minimize the Claim, without materially affecting the functionality of Milyli's Software; (iii) obtain for Client a license to use other software which is marketed to compete with Milyli's Software (which may be a product made or marketed by the third party making the Claim); or (iv) terminate this Agreement and refund fees paid by Client for the Software in a prorated amount reflecting: (1) any portion of such fees applicable to any period of the Term when Client was not able to use, and did not use, the Software due to the Claim; and (2) any portion of such fees that were pre-paid for any period of the Term following such early termination. If this Agreement is so terminated, neither party shall have any further liability under or in connection with this Agreement except as expressly provided to the contrary. This Section contains the only liability and obligations of Milyli, and the only remedies of Client, for any Claims as described herein. THE EXPRESS PROVISIONS OF THIS SECTION ARE IN LIEU OF, AND TO THE EXCLUSION OF, ALL OTHER INDEMNITY AND CONTRIBUTION OBLIGATIONS OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, RELATING TO THE CLAIMS, AND ALL SUCH INDEMNITY AND CONTRIBUTION OBLIGATIONS ARE EXCLUDED FROM THIS AGREEMENT AND WAIVED TO THE FULLEST EXTENT NOT PROHIBITED BY LAW.

13. Termination and Remedies. This Agreement shall automatically expire and terminate at the end of the Term. The parties further agree as follows:

- a. Violation of Confidentiality. If either party violates the provisions of this Agreement respecting the other party's Confidential Information, the other party may terminate this Agreement immediately upon notice to the violating party.
- b. Violation of IP or Certain Other Provisions. Milyli may terminate this Agreement immediately upon notice to Client if Client violates Section 7 respecting IP or other rights, the restrictions set forth in Section 8, or the restrictions set forth in section 16.c.
- c. Failure to Pay. Payments under this Agreement are due thirty (30) days after billed. If a payment is not made within thirty (30) days after the payment is due (*i.e.*, sixty (60) days after billed), Milyli may terminate this Agreement by written notice, unless Client pays the full amount claimed within fifteen (15) days after Milyli delivers such notice.
- d. Other Violations. If either party violates any provision of this Agreement other than as provided above, the non-defaulting party may terminate this Agreement effective fifteen (15) days after providing notice of the default to the defaulting party, unless such party remedies such default within such time period.
- e. Other Remedies. Termination of this Agreement shall not be in limitation of any other remedies, subject to Section 14 and the other express provisions of this Agreement. Termination, arbitration, and remedies at law will be inadequate in the following cases, and therefore the parties agree that: (i) each party shall be entitled to seek and obtain immediate injunctive relief if the other party violates or appears likely to violate the provisions of this Agreement respecting Confidential Information or the provisions in Section 9, and (ii) Milyli shall be entitled to seek and obtain immediate injunctive relief if Client violates or appears likely to violate this Agreement respecting IP or other rights, or the restrictions set forth in Section 8.

14. Other Termination Rights; Actions Upon Termination. Milyli reserves the right to terminate this Agreement, by providing at least thirty (30) days' notice but without providing a refund, at such time as Client, or any existing or future parent, subsidiary, or other party then affiliated with Client, is a Milyli Competitor (defined in Exhibit A); Milyli's termination under this provision shall not waive Milyli's claims for violations of Sections 7, 8 or other provisions of this Agreement. Upon termination of this Agreement for any reason: (a) the License shall thereupon terminate; (b) Client will immediately discontinue access to, and use of, the Software; (c) Client shall return, or certify destruction of, all Software and copies thereof, all related materials, and all Milyli Confidential Information, to Milyli within fourteen (14) days; and (d) the parties shall take such other actions as may be required upon termination pursuant to the Exhibits to this Agreement. No refund of any payment will be made to Client upon early termination, except as expressly provided in this Agreement.

15. Notices

- a. Every notice purporting to terminate, exercise any legal right under, or assert any legal claim under, this Agreement shall only be effective if: (i) such notice is in writing and reasonably refers to this Agreement; (ii) such notice is delivered in person by a worker or representative of the sending party or by local courier service, or is sent by national overnight delivery service, US certified mail, facsimile transmission, or email as a pdf attachment, to the other party at the address below (or such other address or contact person as either party may designate by notice given as required herein).

Client	Update
Attn	Update
Address	Update
City, state, zip	Update
Email	Update

Milyli:

Milyli Inc.

Attn:

Stephen A. Ankenbrandt
208 S. Jefferson St.
Ste. 001
Chicago, Illinois 60661

Facsimile:

+1 (312) 265-0387

Email:

steve@milyli.com

Each notice shall be deemed delivered: (i) immediately upon delivery in person by a worker or representative of the sending party or by local courier service; (ii) on the next business day if sent by national overnight delivery service; (iii) on the third business day if sent by United States certified mail (or any earlier date evidenced by a signed receipt); or (iv) if made by facsimile transmission or email, at the time receipt thereof has been acknowledged by electronic confirmation or otherwise. Written notices which reasonably identify refer to this Agreement, but are not given pursuant to the other requirements, shall be effective when received by the proper party at the required address. Written notices which are not given pursuant to the requirements in this Section shall be effective if and when specifically acknowledged by the other party in writing.

16. Laws and Dispute Resolution.

- a. Laws. Each party shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, codes, and other governmental requirements, and applicable court and administrative decisions, orders and decrees ("**Laws**") applicable to such party's business operations and activities under or in connection with this Agreement. This Agreement shall be governed by, and interpreted in accordance with, the Laws of the State of Delaware, without regard to any choice of law or conflicts of laws provisions.
- b. Arbitration. Any dispute, claim or controversy seeking a monetary payment by one party to the other party arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity of this Agreement or any provision thereof (excluding the determination of the scope or applicability of this agreement to arbitrate), shall be determined by binding arbitration in Chicago, Illinois, before one arbitrator. The arbitration shall be administered by JAMS, The Resolution Experts, pursuant to its Streamlined Arbitration Rules and Procedures in effect at the time; *provided*, the arbitrator shall grant reasonable extensions of time if requested. Judgment on the Award may be entered and enforced in any court having jurisdiction. The parties shall bear their own costs, fees and expenses in arbitrating any dispute, and shall share equally the fees and costs of JAMS and the arbitrator. This clause shall not preclude the parties from seeking provisional remedies in aid of arbitration or injunctive relief respecting any dispute, claim or controversy. No demand for arbitration may be made more than two (2) years after the event giving rise to the dispute, claim or controversy occurred or when sooner barred by the applicable statute of limitations or repose. In no event shall any arbitrator have any authority to modify this Agreement, award any types of damages which the parties have waived, released, or agreed not to assert, under this Agreement, or award any amount which exceeds any limitations contained in this Agreement.
- c. Related Provisions. The arbitration procedure provided in this Section is fully binding, final, and non-appealable, and constitutes the parties' only recourse should a dispute, claim or controversy arise as described above. Notwithstanding the foregoing to the contrary, all claims that are not subject to the foregoing arbitration provisions (including claims for injunctive relief or claims that that an arbitrator has exceeded his or her authority), shall be litigated exclusively in a federal or state court sitting in Cook County, Illinois; the parties hereby agree that such courts are convenient forums and submit to the jurisdiction and venue of such courts. The prevailing party in any such litigation shall be entitled to recover its reasonable legal fees and costs from the other party. This Section shall survive termination of this Agreement.

17. LIMITATION OF LIABILITY. As a material inducement for Milyli to enter into this Agreement, Client agrees, to the fullest extent not prohibited by applicable Laws, as follows:

- a. Client agrees: (i) that Milyli is not an insurance company; (ii) that business interruption insurance, IP infringement insurance, and other coverages are available; (iii) that Milyli's fees for the Software would be substantially higher if Milyli were to agree to undertake additional obligations and liabilities than Milyli has expressly undertaken in this Agreement; and (iv) that Client will look solely to its insurance or self-insurance programs to the extent that any losses, costs, judgments or expenses are not covered by Milyli's express obligations and liabilities contained in this Agreement; and Client waives all rights of subrogation of its insurers against Milyli and its affiliates, vendors, and their respective personnel.
- b. Client's remedies for any problems with or claims respecting the Software or Services (including "Claims" as described in Section 10), or for any violations of this Agreement by Milyli, are limited to termination of this Agreement, the refund of certain fees, and certain other provisions, all as expressly contained in this Agreement. Without limiting the generality of the foregoing provisions, IN NO EVENT WILL MILYLI, ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER DAMAGES OR LOSSES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, DATA, GOODWILL OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, PROBLEMS WITH THE SOFTWARE, OR ANY BREACH OF MILYLI'S WARRANTIES OR OBLIGATIONS, EVEN IF SUCH DAMAGES OR LOSSES WERE FORESEEABLE OR MILYLI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES, AND CLIENT WAIVES, RELEASES AND AGREES NOT TO ASSERT ALL SUCH CLAIMS.
- c. IN ANY EVENT, MILYLI'S AGGREGATE TOTAL MONETARY LIABILITY TO CLIENT UNDER ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY (INCLUDING BUT NOT LIMITED TO STATUTORY, TORT, STRICT LIABILITY, WARRANTY, INDEMNITY, CONTRIBUTION, AND CONTRACT THEORIES) WILL BE LIMITED TO THE REFUND OF CERTAIN FEES AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT.

18. General Provisions

- a. Publicity. The Client hereby grants Milyli a non-exclusive license solely during the term of this Agreement to list the Client's name and display the Client's logo in the customer sections of Milyli's website and to use the Client's name and logo in Milyli's customer lists but only to the extent that other customers of Milyli are also listed on such list. Any other use by Milyli of the Client's name, logo or trademark requires the Client's prior written consent. Client may use the name,

logo, or trademark of Milyli only upon the written consent of an authorized agent of Milyli.

- b. Access and Usage Data Procedures. Client permits Services usage data to be transmitted to Milyli through the Service (applicable billing and usage data is described in **Exhibit B**). Service shall collect usage data in connection with the volume of usage of the service by Client and Users and in connection with Client's utilization of the Services' functionality. Services shall not collect, track or transmit information such as name, address, email address, phone or fax numbers of individuals that can be readily used to identify such individuals. Services shall not collect, track or transmit information derived from document content used in conjunction with the Services. Milyli will not rent, sell or share with third parties' usage data transmitted to Milyli by the Service.
- c. No Government Use. Client represents and warrants to Milyli and its vendors that the Software is not being procured with U.S. Government or agency funding and will not be used, directly or indirectly, by or for the United States government or any agency.
- d. Successors and Assigns. As provided in Sections 2 and 8, the License is not transferable, is not sub-licensable, and is subject to other restrictions. Without limitation as to such provisions, Client shall not, without the prior written consent of Milyli (which Milyli will not unreasonably withhold, condition or delay), directly or indirectly: (i) assign, mortgage, pledge, encumber, or otherwise transfer, this Agreement, the License, or any interest hereunder, by operation of Law or otherwise; or (ii) grant any sub-license under the License (all of the foregoing are herein referred to collectively as "Transfers" and any party to whom any Transfer is made or sought to be made is herein referred to as a "Transferee"). Subject to the restrictions and provisions in this Agreement, this Agreement shall be binding on and inure to the benefit of the parties' successors and assigns. However, notwithstanding anything to the contrary contained in any provision of this Agreement, under no circumstances shall any Transfer be made to any Milyli Competitor (defined in **Exhibit A**), any attempt to do so shall be void, and for purposes of this sentence, a "Transfer" shall also include: (a) if Client is a partnership or limited liability company, the dissolution of the partnership or company, or the withdrawal or change, voluntary, involuntary or by operation of law, of a majority of the partners or members, or a transfer of a majority of partnership or membership interests, within a twelve month period; and (b) if Client is a corporation, the dissolution or merger or consolidation of Client with another party, or within a twelve month period the sale or other transfer of more than an aggregate of 50% of the voting shares or net assets of Client.
- e. Authority; Actions of Representatives. Client and all persons signing for Client below, and Milyli and all persons signing for Milyli below, hereby represent that this Agreement has been fully authorized and no further approvals are required. Each

party shall be liable for breach of this Agreement by such party's Representatives (as defined in Section 6).

- f. Severability. If this Agreement or any phrase or portion of this Agreement is held void, unenforceable, or prohibited by Law, then this Agreement and any such phrase or portion shall be reasonably reformed (by modifying, adding, or deleting text) to the minimum extent required to carry out the parties' mutual intent that this Agreement and all phrases and provisions shall be valid and enforceable to the fullest extent permitted by Law.
- g. Third Party Beneficiaries. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY DISCLAIM ANY INTENTION TO CREATE ANY THIRD PARTY BENEFICIARIES OF THIS AGREEMENT.
- h. No Partnership; Relationship of Parties. The parties are only acting as independent contractors under and in connection with this Agreement. Neither this Agreement nor the actions of any party, nor any statements regarding "*partners*" or a "*partnership*" on Milyli's web-site, in its marketing materials or other Documentation, or made in any communications between the parties shall be interpreted as creating an actual or implied partnership, joint venture, agency or other relationship.
- i. Force Majeure. If the performance of any part of this Agreement by a party (except Client's payment obligations) is prevented, hindered, delayed or otherwise made impracticable by conduct of the other party or by terrorism, riot, judicial or governmental action, labor disputes, act of God or any other causes beyond the reasonable control of the affected party, then affected party shall be excused from such performance, but only to the extent that, and only so long as, it is actually prevented, hindered or delayed by such causes.
- j. No Waiver or Estoppel. No waiver by, or estoppel of, either party respecting any right or provision in this Agreement, *including this no waiver or estoppel paragraph*, shall be effective unless expressly set forth in writing and signed by an authorized representative of such party. Without limiting the generality of the foregoing: (i) no act, failure to act, payment, acceptance of payment, or course of dealing shall create a waiver or estoppel, regardless of how long it continues. No failure to exercise, nor any delay in exercising, on the part of either party, any right or remedy hereunder shall operate as a waiver of, or estoppel to assert, such right or remedy, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy. Any waiver or estoppel respecting any right or provision on any occasion or occasions shall not be a waiver or estoppel respecting such right or provision on any future occasion.
- k. Survival. Termination of this Agreement shall not relieve either party from liability for any violation occurring prior to such termination, subject to the other provisions of this Agreement. Any payment obligation that accrues prior to termination shall become

due and payable immediately upon termination. Any provisions of this Agreement that expressly provide, or by reasonable implication are intended, for survival after termination shall remain in effect in accordance with their terms.

- I. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the word "party" shall include individuals, corporations, partnerships, limited liability companies, and other entities; (ii) the singular shall include the plural, and the plural shall include the singular; (iii) the words "includes" and "including" shall mean "including without limitation;" (iv) the word "or" shall mean "and/or;" and (v) words such as "hereof," "herein," "hereunder," and similar words refer to this Agreement as a whole and not any particular section in which such words appear. In interpreting any vagueness or ambiguity, captions shall not be used and no presumption shall apply against the party preparing this Agreement. Under no circumstances will the American Law Institute's "Principles of the Law of Software Contracts" have any bearing on the interpretation or enforcement of this Agreement.

- m. Whole Binding Agreement; Amendments; Counterparts; Electronic Delivery. THIS AGREEMENT: (i) SHALL BE BINDING, AND MAY BE AMENDED, ONLY IF AND WHEN SIGNED AND DELIVERED BY BOTH PARTIES IN THE MANNER PERMITTED HEREIN, AND (ii) MAY NOT BE AMENDED ORALLY OR BY COURSE OF CONDUCT OR DEALING. This Agreement and the Exhibits constitute the entire agreement between the parties and supersede all other written and oral representations, proposals, communications and agreements, if any, relative to the subject matter hereof. References to **Exhibit B** in this Agreement include any extensions of **Exhibit B**, such as **Exhibit B1**, **Exhibit B2**, *et seq.* Any facts or matters thought by either party to be material to the performance of or inducement into this Agreement are contained herein. The parties may sign and deliver this Agreement or any amendment as complete documents or in separate counterparts (which shall constitute one agreement), and either party may deliver the same by email or fax. Either party delivering by email or fax shall also promptly deliver an ink-signed original; provided, any failure to deliver an ink-signed original shall not affect the validity of this Agreement or give rise to any remedy except specific performance of such delivery requirement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers or representatives, as of the Effective Date.

MILYLI INC.

By: _____

Name: Timothy Randall

Title: Vice President of Sales & Marketing

CLIENT NAME

By: _____

Name: _____

Title: _____

EXHIBIT A

DEFINITIONS

"Client's Computer Network" means any combination of two or more terminals or computers that are electronically linked and capable of sharing the use of a single software program and that are owned and operated by Client. Client's Computer Network shall include remote terminal access by Client's end users as permitted under Exhibit B.

"Documentation" means printed material associated with, provided with, or provided by the Software, including the description of the principles of operation.

"End User" means an authorized employee or authorized agent of Client who receives access to the Software through Client for the furtherance of Client's business use. All End Users of Software must first be Licensed Relativity Users.

"Page" means any imaged page in Relativity on which Software applies a redaction during a calendar month and is one of the total number of Pages permitted under Exhibit B. When placing redactions on native Excel documents, every four (4) redactions that Software places will be one (1) of the total number of Pages permitted under Exhibit B.

"Document" means any native or imaged document in Relativity on which Software applies a redaction or highlight during a calendar month and is one of the total number of Documents permitted under Exhibit B.

"Highlight" means any native or imaged document in Relativity on which Software applies a highlight during a calendar month and is one of the total number of Highlights permitted under Exhibit B.

"Error" means a defect, virus or other problem in the Software or a mistake in the Documentation that prevents the Software from functioning in material conformance to the Documentation.

"Error Correction" means a change to the Software or the Documentation that reestablishes or maintains material conformity between the Software and the Documentation.

"Intellectual Property Rights" or **"IP"** means any and all rights arising from or under any of the following, whether protected, created or arising under the laws of the United States of America or any other jurisdiction: patents (including, but not limited to, any applications, extensions, divisions, continuations, continuations-in-part, reexaminations, reissues, and renewals related thereto), copyrights (including, but not limited to, any applications, registrations and renewals related thereto), trademarks and service marks (including, but not limited to, applications, registrations, and renewals related thereto), trade dress, trade names, trade secret and know-how and any other intellectual property or proprietary rights of any nature, by whatever name or term known or however designated.

"Milyli Competitor" means any entity which at the time in question: (a) has built, developed, acquired ownership of, or acquired a license with rights to sub-license, source code of any software that can be marketed in competition with the then current version of Milyli's Blackout; and (b) any party which, directly or indirectly, wholly or partly, owns or controls, is owned or controlled by, or is under common ownership or control with, any such entity described in the foregoing sub-clause, including, but not limited to, any direct or indirect parent, subsidiary or affiliate.

“Network Server Computer(s)” means any server(s) in Client’s Computer Network.

“Privilege Log” is a document that describes documents or other items withheld from production in a civil lawsuit under a claim that the documents are “privileged” from disclosure due to the attorney-client privilege, work product doctrine, joint defense doctrine, or some other privilege.

“Licensed Relativity User” means an authorized employee or authorized agent of Client who receives their right to use the Relativity software program through a license between Client and Relativity ODA LLC.

“Software” means the version(s) of the programs and/or application software supplied hereunder, and its enhancements supplied to Client by Milyli, and all supporting Documentation, electronic or otherwise, if any, supplied to Client by Milyli, as well as all Error Corrections and Updates, if any, supplied to Client by Milyli, pursuant to this Agreement. Software may include embedded third party programs which shall be subject to the provisions of this Agreement.

“Update” means any modification, revision, or other enhancement, to the Software created by Milyli during the Term of this Agreement, other than an Error Correction.

“Client Data” means all Data made available by the Client or its Users to Milyli or otherwise provided by the Client or its Users in connection with the provision of the Services or otherwise uploaded by or on behalf of Client or its Users into the Subscription Service.

“Data” means text, images, documents, materials, photos, audio, video, and all other forms of data or communication.

“DPA” means Milyli’s Data Processing Addendum found in **Exhibit D**.

“Service Level Agreement” means Milyli’s service level agreement found in **Exhibit C**.

“Subscription Service” means Milyli’s proprietary subscription-based software solutions all as more fully set out and described on the applicable **Exhibit B** to this Agreement.

“Users” means individuals who are authorized by Client to use the Subscription Service, for whom subscriptions to the Subscription Service have been purchased, and who have been supplied user identifications and passwords by Client (or by Milyli at Client’s request). Users may include but are not limited to Client employees, consultants, contractors and agents; or third parties with which Client transacts business. Users may be limited to certain roles such as readers, admins, and reviewers.

“User Guide” means the online user guide for the Subscription Service, accessible via <https://support.milyli.com>, as updated from time to time.

“Technical Support Services” means Milyli’s technical support services made available to Client during the term of its subscription to the Subscription Service.

“Services” means the Subscription service, Technical Support Services, and any Customer Support Services provided by Milyli.

EXHIBIT B – BLACKOUT

SERVICES, LICENSE FEES, TERM AND RENEWAL

Service Licensed:

Blackout available at <https://blackout.now>.

License Grants:

The availability of the Service and its associated services is subject to change without prior notice due to system maintenance, updates, technical issues, or other operational requirements. While the Provider will make reasonable efforts to ensure continuous access, no guarantee is made regarding uninterrupted or error-free availability, and the Milyli reserves the right to modify, suspend, or discontinue access as outlined in the License per **Exhibit C**.

The license grants of the Service are limited by, and the Service license fees correspond to, the organization with which Client uses the Service. The Client represents that the following individuals are all the members of the organization who will initially administer the Service. These individuals will be responsible for inviting additional users to use the Service.

The following users will receive a time sensitive invite from the Service to create their account. They will have the Global Administrator permission by default. This permission can be transferred or changed from within the Service.

Name	Email Address
To be completed...	To be completed...

License Fee Option A:

Client shall pay to Milyli an advance, non-refundable (except as otherwise provided in the License) license fee as follows:

- \$_____, which will be paid in full within thirty (30) days of the Effective Date;
- \$_____, which will be paid in full within thirty (30) days of the first anniversary of the Effective Date;
- \$_____, which will be paid in full within thirty (30) days of the second anniversary of the Effective Date;

Technical support, maintenance, and updates are provided as outlined in the License and Exhibit C.

While this license provides unlimited utilization of the Service, Client will be limited to uploading 1,000 documents per workspace for the first year of the term of this license. Client will be notified when this restriction is lifted.

License Fee Option B:

Client shall pay to Milyli a non-refundable (except as otherwise provided in the License) license fee as follows:

Storage and Hosting Fee: \$____ per GB

License fee for storage and hosting shall be calculated at the end of each calendar month and paid in full by Client within thirty (30) days of receipt of such invoice. If the final month of the Effective Date is prior to the end of the month, usage shall be calculated based on the number of active days within the month.

Document storage fees shall be calculated based on the peak storage volume recorded during each calendar month, with the applicable license fee determined by the highest amount of storage utilized at any point within that month.

Client shall pay to Milyli an advance, non-refundable (except as otherwise provided in the License) license fee for produced Excel document as follow:

Document Pack	#,### Document
Price	\$#,### per document

\$#,### , which will be paid in full within thirty (30) days of Effective Date;

Technical support, maintenance, and software updates are provided as outlined in the License and Exhibit C.

Additional license fees shall be assessed if the number of Documents exceeds the permitted number. If, in the course of a year during the Term, the number of Client's Documents exceeds the permitted number of Documents, client shall pay a license fee of \$_____ per additional Document. This additional usage fee shall be calculated at the end of each calendar month, once the annual limit is reached, and payment for such additional Documents is due thirty (30) days after it is billed.

Permitted Documents:

The above license fee shall allow Client to permit use of the Service during the Term for loading, reviewing, redacting, highlighting, or producing Documents, as defined in Exhibit A.

Term:

The term of this License commenced on the Effective Date (Month Day, Year) and shall terminate Month Day, Year or X (X) years after the Effective Date of this Agreement.

Renewal:

If the agreed upon License Fee remains current pricing, Milyli will auto-renew the license for the next one (1) year term, unless a party notifies the other in writing of its intention not to renew at least thirty (30) days prior to the expiration of the then current term.

If the agreed upon License Fee structure changes prior to the renewal of this Agreement, (60) days prior to the expiration of the then current term, Milyli will send Client a notice of expiration and a quote for the then current license fee for the Service, for the next one (1) year term.

If applicable, the license fee for usage shall be calculated at the end of each calendar month and paid by Client within thirty (30) days of receipt of such invoice unless Client notifies Milyli in writing of Client's decision not to renew the License.

EXHIBIT C

SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) for Milyli services (“Services”) sets forth support service levels for each applicable Agreement. This SLA may be updated from time to time. Material changes will be communicated to existing customers with a 30-day notice period.

1. SasS Service Level Agreement

If Client feels that a Severity 1 problem is not being adequately addressed, the Client should contact Milyli VP of Customer Advocacy at +1 (312) 265-0136 x212. The ticket # with occurrence details should be included. For all other issues and questions, our Milyli Help Desk (via email and Support Portal) is available from 8 A.M. CT to 6 P.M. CT Monday through Friday (excepting national holidays and winter shut down).

	Blackout SaaS App
	Standard License
Required Monthly Availability	99%

2. Definitions

Term	Definition
Excused Downtime	The total number of minutes in the applicable month that the Services are unavailable due to downtime authorized by the customer.
Impact	The size of the group affected by the change from normal service level in terms of the number of users or business processes affected.
Issue	A specific matter or concern identified and logged by Milyli's support team in response to a Support Request.
Required Monthly Availability	The total number of minutes in the applicable month, minus the Excused Downtime, and the Scheduled Downtime.
Resolution Assessment	The amount of time it takes Milyli to provide an initial assessment of the Support Request, including its potential cause, impact, and solution, and then to communicate a clear action plan which includes Client options or planned next steps. It's important to note that Resolution Assessment Time does not necessarily mean the issue has been completely resolved. Rather, it indicates that we have thoroughly assessed the request and provided a clear path forward. e.g. system issues will be prioritized according to the Milyli bug management process.
Response	The amount of time it takes us to acknowledge notification of a Support Request.
Scheduled Downtime	The total number of minutes in any given month that the Services are unavailable due to scheduled maintenance and repair.

Support Request	Client communication to Milyli via (i) a support ticket; (ii) an email addressed to support@milyli.com ; or (iii) a telephone call to the VP of Customer Advocacy, of an unscheduled or unanticipated occurrence that adversely affects the delivery of the Services.
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3. Help Desk Support

We will provide the maintenance and support services set forth as a part of the Agreement. All Support is provided in the English language.

- Our Milyli Help Desk is available (via email and Support Portal) from 8 A.M. CT to 6 P.M. CT Monday through Friday (except national holidays and winter shutdown).
- For Severity Level 1 Issues (as defined in Exhibit C Paragraph 4.1), we are available 24 hours per day 7 days a week.
 - Support for Severity 1 issues during national holidays, off-hours between 6 P.M. CT and 8 A.M. CT, and weekends, requires a phone call to the VP of Customer Advocacy +1 (312) 265-0136 x212).
- Registered users may create a Support Request by:
 - Submitting a Support Request at the Milyli Support help desk website at <https://milyli.zendesk.com>
 - Emailing Milyli Help Desk at support@milyli.com
- For all Licenses, the Client must create a Support Request for Severity 1, Severity 2, and Severity 3 issues which should include the ticket # with occurrence details. Issues communicated to any other Milyli person or entity, or from an unregistered person, will be considered Severity 4 issues.
- Response and Resolution Assessment times do not apply to communications directly with an account manager, project manager, technical contact, or management contact, as these are outside of the Support workflow.
- By submitting a Support Request, you are authorizing the Milyli technical support team to download or copy any data necessary for troubleshooting the reported issue. If you have any concerns about this authorization, please contact your Milyli Business Development Representative.

4. Our Support Response and Resolution Commitment

4.1 Incident Classification

Severity 1	A primary service is down and not usable (e.g. File Upload or Production is not operating; all pages are not loading or are displaying an error message). Data corruption or data loss has occurred or will occur.
Severity 2	A primary service is severely impacted for a large number of users or is available but with substantial limitations and/or frequent disruptions, causing serious business impacts (e.g. sessions are timing out for a substantial number of users, all Production attempts fail).
Severity 3	A core feature of the Services (e.g. redaction, tagging) has significant disruption and is not usable or data may not be displayed as expected, but is not lost. No commercially reasonable workaround exists.

Severity 4	Some features are receiving intermittent errors, or users cannot use the Services in possibly obscure ways (e.g. slowly or partially loading pages or images). A reasonable workaround exists.
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4.2 Issue Response and Resolution Times

We commit to the following:

		Blackout SaaS App
		Standard License
Severity 1	Response	30 min
	Resolution Assessment	12 hrs
Severity 2	Response	1 hr
	Resolution Assessment	3 business days
Severity 3	Response	4 hrs
	Resolution Assessment	5 business days
Severity 4	Response	24 hrs
	Resolution Assessment	Resolution not guaranteed

5. Our Support Response and Resolution Commitment

The Recovery Point Objective and Recovery Time Objective are 24 hours for all significant Service incidents.

6. Service Availability

We will use commercially reasonable efforts to ensure the Services are available (i.e., accessible and usable) at the Required Monthly Availability. If we fail to meet the Required Monthly Availability, we will issue a service credit equal to the applicable credit % for each Agreement as outlined in the table below, multiplied by the prorated monthly subscription cost related to the impacted service. The credit can be applied to the next subscription services invoice.

Availability	Service Percentage Credit
99.00% – 100.00%	0%
94.00% - 98.99%	5%
85.00% - 93.99%	10%
Less than 85.00%	25%

EXHIBIT D

DATA PROCESSING ADDENDUM

1. The Client is the Controller of all Client Confidential Information. Client wishes to appoint Milyli to process Client Confidential Information, as further described in Section 1 attached hereto.
2. Milyli will act in relation to such Client Personal Data and Client Confidential Information as the Processor on behalf of Client and will act only in accordance with the following:
 - a. Milyli's Privacy Notice located at <https://www.milyli.com/privacy-overview>;
 - b. Milyli's License; and
 - c. Milyli's Client Privacy & Security Agreement (attached hereto as Section 1)
3. This Data Processing Addendum shall survive until the date when any and all associated Order Form(s) expire or are earlier terminated by the written agreement between Parties.

Section 1

Milyli Client Privacy & Security Agreement

1. Introduction

This Milyli Client Privacy and Security Agreement govern the manner in which Client Confidential Information shall be Processed by Milyli. In the event of a conflict between the Agreement, including its attachments and exhibits, and this Exhibit, the provision imposing the stricter data protection requirements of any conflicting provision shall control. Capitalized terms have the meaning given to them in the Agreement, unless otherwise defined below.

2. Definitions

For the purposes of this Exhibit, the following terms and those defined within the body of this Exhibit apply.

- **"Affiliate Companies"** means any companies controlling, being controlled by, or under common control with another company.
- **"Applicable Data Protection Law(s)"** means the relevant data protection, data security, data retention and data privacy laws, rules and regulations to which the Personal Data and Confidential Information are subject. With respect to EU Personal Data, "Applicable Data Protections Law(s)" shall include all applicable GDPR requirements.
- **"Confidential Information"** shall have the same meaning as the term is given in the Agreement to which this Exhibit attaches.
- **"Controller"** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.
- **"Client"** means the entity that has entered into a signed License for access to and use of the Blackout platform.
- **"Client Confidential Information"** means all Client Personal Data and all Confidential Information pertaining to Customer.
- **"Client EU Personal Data"** means Client Personal Data about individuals who are located in the European Union.

- **“Client Personal Data”** means Personal Data received or collected by Client or Milyli pertaining to Client’s current, former, or potential Clients and Personal Data pertaining to Client’s current, former or potential employees, contractors, vendors or other agents.
- **“Client Security POC”** or **“Client’s SPOC”** means the Client point of contract for urgent security issues designated by Client in this Exhibit. **“EU”** or **“European Union”** means the European Union inclusive of the United Kingdom, whether or not the United Kingdom has officially withdrawn from the European Union.
- **“GDPR”** shall mean the General Data Protection Regulation—the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, which repeals Directive 95/46/EC and comes into effect on May 25, 2018.
- **“Information Security Program”** has the meaning set forth in Section 5 below.
- **“Instructions”** shall mean the directions, either in writing, in textual form (e.g. by e-mail) or by using a software or online tool, issued by Client to Milyli and directing Milyli to Process Personal Data.
- **“Milyli”** means Milyli, Inc.
- **“Personal Data”** shall have the meaning assigned to the terms “personal data” or “personal information” under Applicable Data Protection Law(s) and shall include any and all data (regardless of format) that can be used to directly or indirectly identify, contact or locate a natural person, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the financial, physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- **“Process”, “Processes”, “Processing”, “Processed”** means any operation or set of operations which is performed on data or sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, or otherwise making available, alignment or combination, restriction, erasure, or destruction.
- **“Processor”** means a natural or legal person, public authority, agency or other body which Processes Personal Data.
- **“Security Incident(s)”** shall have the meaning assigned by Applicable Data Protection Law(s) to the terms “security incident,” “security breach” or “personal data breach” but shall include any situation where Milyli knows, discovers, or is notified that Client Confidential Information has been or is likely to have been accessed, disclosed, acquired or used by unauthorized persons, in an unauthorized manner or in violation of the Agreement, this Exhibit, or Applicable Data Protection Law(s).
- **“Third Party(ies)”** means Milyli’s authorized contractors, agents, vendors and service providers (i.e., sub-Processors) that Process Client Confidential Information.

3. Data Handling and Access

- a. **General Compliance.** Client shall, in its use of the Services, at all times Process Personal Data, and provide Instructions for the Processing of Personal Data, in compliance with Applicable Data Protection Laws. Client shall ensure that its Instructions comply with all laws, rules and regulations applicable in relation to the Personal Data, and that the Processing of Personal Data in accordance with Client’s Instructions will not cause Milyli to be in breach of the Data Protection Laws. Client is solely responsible for (i) the accuracy, quality, and legality of (1) Client Personal Data, (2) the means by which Client acquired any Client Personal Data, and (3) the Instructions it provides to Milyli regarding the Processing of Client Personal Data; and (ii) its compliance with the

Applicable Data Protection Laws, including as Controller and Processor. Milyli shall Process Client Confidential Information in compliance with the terms of this Exhibit, Milyli's then-current Privacy Notice and, all Applicable Data Protection Law(s).

- b. **Milyli and Third-Party Compliance.** Milyli agrees to (i) enter into a written agreement with Third Parties regarding such Third Parties' Processing of Client Confidential Information that imposes on such Third Parties data protection and security requirements for Client Confidential Information that are compliant with Applicable Data Protection Law(s), that are consistent with and similar to the requirements under this Exhibit; (ii) enforce compliance with such written agreement on Milyli's Third Parties; (iii) enforce compliance with this Exhibit on Milyli's employees; and (iv) remain responsible to Client for the actions or omissions of Milyli's employees and Milyli's Third Parties with respect to the Processing of Client Confidential Information
- c. **Authorization to Use Third Parties.** Client hereby authorizes Milyli to engage Third Parties in connection with its provision of the Services. Notwithstanding the foregoing, any transfer of Client Personal Data shall comply with all Applicable Data Protection Law(s) including those related to the cross-border transfers of Client EU Personal Data, if applicable. Milyli agrees that its Third Parties are reviewed for its adherence to security, privacy and confidentiality practices related to data. Upon written request from Client, Milyli shall make available to Client the then-current list of Third Parties used to provide the Services. Subject to confidentiality obligations Milyli may have, Milyli will provide Client, upon Client's request, any records that Processors are required to maintain and provide under Applicable Data Protection Law(s). Should Client object to the use of a Third Party, Client is to provide written notice to Milyli of its reasonable grounds of objection for using said Third Party. Milyli will use reasonable efforts to make available to Client a change in Services to avoid Processing of Client Personal Data by the objected-to Third Party without unreasonably burdening Client. If Milyli is unable to make available such change within a reasonable period of time (which shall not exceed thirty (30) days unless a longer period of time is agreed between Parties), Client may terminate the applicable Order Form(s) with respect only to those Services which may not be provided by Milyli without the use of the objected-to Third Party by providing thirty (30) days written notice to Milyli. Both Parties acknowledge and agree that said termination without penalty or refund is Client's sole option and remedy for Client's objection to the use of a Third Party. If a Third Party is discovered not be in compliance with applicable Data Protection Law(s) or this Exhibit, Milyli agrees to take commercially reasonable corrective steps, and either cure the Third-Party performance or cease using such Third Party.
- d. **Following Instructions.** Milyli shall Process Client Confidential Data only in accordance with the Instructions of Client or as specifically authorized by this Exhibit, the Agreement, or any applicable Order Form. If Milyli reasonably believes that there is a conflict between Client's Instructions and applicable law or otherwise seeks to Process Client Confidential Data in a manner that is inconsistent with Client's Instructions, Milyli agrees to, unless legally prohibited from doing so, (i) promptly inform Client; (ii) cooperate with Client in good faith to resolve any conflict; and (iii) not Process Client Confidential Data outside of Client's Instructions until Client expressly authorizes Milyli in writing to do so.

- e. **Confidentiality**. Any person authorized to Process Client Confidential Information must expressly agree in writing to maintain the confidentiality of such information or be under an appropriate statutory or contractual obligation of confidentiality. Client Confidential Information shall not be sold, rented or leased to any third party. Client Confidential Information shall not be disclosed to any third party without the prior written consent of Client, except as may be otherwise expressly permitted in the Agreement.
- f. **Security of Processing**. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Client and Milyli shall, in relation to Client Personal Data, implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including as appropriate: (i) the pseudonymization and encryption of Personal Data; (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services with respect to Client's Personal Data; (iii) the ability to restore the availability and access to Client's Personal Data in a timely manner in the event of a physical or technical incident; and (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the Processing of Client's Personal Data.
- g. **Personal Data Inquiries and Requests**. Milyli agrees to comply with all reasonable Instructions from Client related to (i) any questions or complaints received from individuals regarding Client Personal Data received or collected by Milyli ("Privacy Inquiry") and (ii) any requests from individuals exercising their rights in Client Personal Data received or collected by Milyli granted to them under Applicable Data Protection Law(s) or Milyli's then-current Privacy Notice ("Privacy Request") and, upon Client's request, confirm its compliance with the foregoing to Client within a reasonable time. If Milyli is directly contacted with a Privacy Inquiry or Privacy Request, Milyli must forward such inquiry to Client without undue delay within three (3) business days. If Milyli receives a Privacy Request and the period to provide an answer to it under Applicable Data Protection Law(s) is equal to or shorter than 72 hours, Milyli must forward such Privacy Request to Client within 48 hours. Unless otherwise required by Applicable Data Protection Law(s), Milyli must take action regarding a Privacy Inquiry or a Privacy Request only as approved or directed by Client. At Client's request and without undue delay, Milyli agrees to assist Client in answering to or complying with any Privacy Inquiry or Privacy Request. Additionally, Milyli agrees to put in place commercially reasonable technical and organizational measures to assist Client in complying with Privacy Requests if required by Applicable Data Protection Law(s).

4. EU - U.S. Compliance

This Section applies where the Client transfers Client EU Personal Data outside of the European Union to Milyli. Notwithstanding the foregoing, Client agrees that any Client EU Personal Data transferred outside of the European Union to Milyli shall be transferred out of the European Union directly by Client to Milyli.

- a. **Client Cross-Border Data Transfer Mechanism**. Client agrees to transfer Client EU Personal Data to Milyli in accordance with Applicable Data Protection Laws.

- b. **Milyli Data Transfer Mechanism**. Milyli shall comply with the data transfer mechanism below to receive Client EU Personal Data outside the European Union from Client. Standard Contractual Clauses: Milyli and Client agree to process Client EU Personal Data in accordance with the Standard Contractual Clauses as described at https://commission.europa.eu/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en, as such may be amended from time to time by Applicable Data Protection Laws.
- c. **Compliance**. Milyli agrees to keep records of its Processing in compliance with Applicable Data Protection Law(s) and provide such records to Client upon request. If Milyli collects Client EU Personal Data on Client's behalf, such records shall include but not be limited to (i) the legal basis for Processing and (ii) records of the verifiable consent under Applicable Data Protection Law(s).
- d. **Third Party Processing**. If Milyli engages a Third Party to Process Client EU Personal Data in connection with its provision of the Services, Milyli agrees that data protection obligations equivalent to those set forth in this Exhibit shall be imposed on such Third Party by way of a contract or Applicable Data Protection Laws, including the obligation to provide sufficient guarantees to implement appropriate technical and organizational measures in such a manner that the processing will meet the requirements of the Applicable Data Protection Laws.
- e. **Notice of Non-Compliance**. Milyli must promptly notify Client's Security POC (defined below, Section 11) if it can no longer meet its obligations under this Section 4.
- f. **Data Protection Impact Assessment and Prior Consultation**. Milyli shall provide reasonable assistance to Client with any data protection impact assessments, and prior consultations with supervising authorities or other competent data privacy authorities, which is required of Client under Applicable Data Protection Laws solely in relation to Milyli's Processing of Client EU Personal Data.
- g. **Access for Audit**. Milyli shall make available to Client on request all information reasonably necessary to demonstrate compliance with this Data Processing Addendum, and shall allow for audits, including inspections, by Client or an auditor mandated by Client in relation to Milyli's Processing of Client EU Personal Data. Information and audit rights of Client only arise under the foregoing the extent that the Agreement does not otherwise give them information and audit rights meeting the relevant requirements of the Applicable Data Protection Law.

5. Information Security Program

Milyli agrees to maintain a comprehensive written information security program ("Information Security Program") designed to implement technical and organizational measures to protect Client Confidential Information as required by Applicable Data Protection Law(s), the Agreement and this Exhibit. Milyli agree to implement and train its employees on its Information Security Programs in a way that produces the same degree of care as is used with their own Personal Data and Confidential Information, but not less than a reasonable degree of care, to prevent the unauthorized collection, use, sharing, retention, destruction, and other inappropriate or prohibited use of Client Confidential Information.

6. Assessments, Audits and Remediation

- a. **Assessments**. Records to demonstrate compliance with this Exhibit and Applicable Data Protection Law(s) shall be maintained by Milyli and provided to Client upon request. Milyli agrees to (i) provide access to reputable scan results and (ii) complete reasonably requested data protection questionnaires, if any, provided by Client.
- b. **Audits**. For the purpose of verifying Milyli's compliance with Applicable Data Protection Law(s) and this Exhibit, Milyli agrees to provide independent third-party audit reports to Client upon written request by Client.
- c. **Remediation**. Milyli agrees to (i) promptly take commercially reasonable action to correct any material security issue affecting Client Confidential Information, and (ii) inform Client of such actions if it is related to a Security Incident affecting Client Confidential Information. If such action is not promptly taken to Client's reasonable satisfaction, Client may, without penalty or refund, terminate the Agreement at Client's discretion for cause after (i) Milyli is provided written notice by Client, and (ii) Milyli is afforded the opportunity to remediate within the cure period in accordance with the Agreement, provided, however, that if a regulator or other data protection authority requires immediate termination of the Agreement, Client may do so without penalty or refund notwithstanding any time to cure provision in the Agreement.

7. Secure Disposal

Client Confidential Information shall be securely disposed (i) during the duration of the Agreement upon Client's written request if such information is no longer reasonably required to perform the Services, (ii) within thirty (30) days of the termination of the provision of the Services. Milyli may retain Client Confidential Information to the extent that it is required to do so under Applicable Data Protection law(s). When disposing of Client Confidential Information, Milyli agrees to destroy and/or delete such data from any media (including back-up copies) such that the media contains no residual data.

8. Changes to Requirements

The parties shall agree to amend or supplement this Exhibit from time to time to reflect requirements under Applicable Data Protection Law(s). If either party refuses to amend this Exhibit to meet requirements under Applicable Data Protection Law(s), in addition to any termination rights provided in the Agreement, the other party may terminate the Agreement upon thirty (30) days' written notice to such party without liability, penalty or refund.

9. Security Incident

- a. **Security Incident Procedure**. Milyli agrees to deploy and follow policies and procedures to detect, respond to, and otherwise address Security Incidents pertaining to Client Confidential Information including procedures to (i) monitor systems and detect successful and attempted attacks on or intrusions into Client Confidential Information or information systems relating thereto, (ii) identify and respond to suspected or known Security Incidents, mitigate harmful effects of Security Incidents, document Security Incidents and their outcomes, in each case, as they pertain to Client Confidential Information, and (iii) restore the availability or access to Client Confidential Information in a timely manner. Client agrees to notify Milyli of any known or suspected Security

Incident. The obligations described in this Section 9 shall not apply in the event that a Security Incident results from the actions or omissions of Client. Milyli's obligation to report or respond to a Security Incident will not be construed as an acknowledgement by Milyli of any fault or liability with respect to the Security Incident.

- b. **Notice.** Milyli agrees to provide prompt written notice within the time frame required under Applicable Data Protection Law(s) to Client's Security POC (defined below, Section 11) if it knows that a Security Incident pertaining to Client Confidential Information has taken place. Such notice will include all available and applicable details required under Applicable Data Protection Law(s) for Client to comply with its own notification obligations to regulatory authorities or individuals affected by the Security Incident. Milyli shall provide regular updates to Client on the status of the Security Incident, as available.
- c. **Remediation.** Milyli agrees to indemnify and reimburse Client for any and all direct damages, losses, fees or costs actually incurred as a result of such Security Incident pertaining to Client Confidential Information if the Security Incident arises from (i) Milyli's grossly negligent or willful act or omission or (ii) Milyli's breach of the Agreement or this Exhibit. Additionally, to the extent that such a Security Incident pertaining to Client Confidential Information that arises from (i) or (ii) in the foregoing sentence gives rise to a need to: (A) provide notification to public and/or regulatory authorities, individuals, or other persons, or (B) undertake other reasonable remedial measures (including notice and the establishment of a call center to respond to inquiries – collectively, "Remedial Action"), Milyli agrees to undertake such Remedial Actions. Notwithstanding anything contrary to the foregoing or elsewhere in the Agreement or this Exhibit, if any of the Remedial Actions or damages, settlements, losses, liabilities, penalties, fines, costs, or expenses are caused by the gross negligence, material omissions, willful misconduct or breach of this Agreement by Client or Client's personnel, Milyli shall have no obligation to indemnify Client, and Client shall indemnify and reimburse Milyli, for such occurrences nor have the responsibility to take on the Remedial Actions, including the cost or delivery thereof.
- d. **Limitations.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF ANY SUCH DAMAGES.

10. Termination Obligations

- a. **Termination.** Notwithstanding anything to the contrary in the Agreement or this Exhibit, either Party ("Non-Breaching Party") may, without liability, penalty or refund, terminate the Agreement or any relevant portion thereof immediately upon written notice to the other party ("Non-Breaching Party") in the event a data protection or other regulatory authority or other tribunal or court in any country finds there has been a breach of Applicable Data Protection Law(s) by the Breaching Party in connection with the Agreement.

- b. **Effect of Termination or Expiration.** If requested by Client, Milyli shall, after the termination or expiration of the Agreement, return or delete Client Confidential Information in its possession or control unless Milyli is required to retain such information under Applicable Data Protection law(s) or other applicable law, rule or regulation. Milyli's obligations to protect Client Confidential Information will continue in respect of any Client Confidential Information retained by Milyli until all such information has been returned or deleted, including from any backup.

11. Contact Information

- a. Milyli agrees to designate a point of contact as its Privacy and Security Coordinator. This Privacy and Security Coordinator will: (i) maintain responsibility for applying the relevant protections to Client Confidential Information, including the development, implementation, and maintenance of its Information Security Program, (ii) oversee application of Milyli's compliance with the requirements of this Exhibit, and (iii) serve as a point of contact for internal communications and communications with Client pertaining to this Exhibit and compliance therewith or any breaches thereof.
- b. Additionally, both Client and Milyli agree to designate a point of contact for urgent security issues (a "Security POC") and provide contact information for such Security POC. Both parties agree that either the Security POC or appointed alternate will be available 24 hours per day, 365 days per year, without limitation. The Security POC for both parties are:

Client Security POC:
Milyli Security POC: Damian Styga damian@milyli.com 773-910-9040 <i>Alternate</i> Peter Brown pete@milyli.com <i>Alternate</i> Charles Kinnan chuck@milyli.com